

# **Exhibit 3**

## **Congratulations!**

**BLOX Lending LLC**

**is now formed and you are now permitted to do business!**

State of formation: Nevada Filing date: 07 / 20 / 2020

As part of the formation process we have placed the official state documents in your account. This will show you are registered to do business in your state. Also included are the Initial Resolutions which release all power to the managers or members and show the formation details of your company. An Operating Agreement is also included which provides a guideline on how your LLC will operate. Other documents such as membership certificates and banking resolutions are included as well which will evidence who owns the company and who has authority to sign on behalf of the company. If you are opening a business bank account the bank may want to see all of these documents so it is a good to print them out and take them with you.

The documents placed in your online account are always available to view. In addition to the Documents section you may always add additional services under the Services tab should you need our assistance with further state registrations, ongoing state compliance and registered agent services.

Thank you for letting us help form your LLC. The best part of our job is meeting different people from various business backgrounds and helping them launch their companies. Please do not hesitate to contact us further should have any questions regarding your company or our services.

Thanks,

Filings Team

## INITIAL RESOLUTIONS

I, Riley Park, of Registered Agents Inc., being the Organizer of BLOX Lending LLC, a Nevada Limited Liability Company, hereby resolve to relinquish signing authority to the Members named below and adopt the following resolutions:

1. **Resolved**, the named Members of the Limited Liability Company are hereby named as Members and own an interest in the Limited Liability Company:

Jason Anderson

2. **Resolved**, that BLOX Lending LLC was organized on 07 / 20 / 2020 in the State of Nevada with assigned filing number E7946482020-7.
3. **Resolved**, that the copy of the Articles of Organization of the above named Limited Liability Company is complete.
4. **Resolved**, that the general provisions of an operating agreement be adopted and included as official records of the Limited Liability Company. If members chooses to adopt a more detailed operating agreement, then such agreement will take precedence over general provisions in the original operating agreement.
5. **Resolved**, that member has formed a limited liability company, and is entitled to the full extent of their limitation of liability pursuant to state law. Furthermore, members' failure to maintain formalities of a limited liability company does not preclude them from liability protection under state law.

Riley Park

07/20/2020

# **LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR**

**BLOX Lending LLC**

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## **SINGLE-MEMBER MANAGED LIMITED LIABILITY COMPANY**

### **ARTICLE I**

#### **Company Formation**

- 1.1 **FORMATION.** The Member has formed a Limited Liability Company ("Company") according to the provisions of state law in the state in which it was formed. This operating agreement is entered into and effective as of the date it is adopted by the Member.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent will be as stated in these formation documents.
- 1.3 **TERM.** The Company will continue perpetually unless,
  - (a) The Member votes for dissolution; or
  - (b) Any event which causes the Company's business to become unlawful; or
  - (c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.
- 1.4 **BUSINESS PURPOSE.** The Company will conduct any and all lawful business deemed appropriate in executing the company's objectives.
- 1.5 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as selected by the Member.
- 1.6 **ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted to the Company through a Certificate of New Membership issuance by the Company of a new interest in the Company or a sale of the Member's current percentage of interest. Should a new Member be admitted, this operating agreement will become null and void, and a new operating agreement that addresses the powers of multiple Members will be adopted.



## **ARTICLE II**

### **Capital Contributions**

- 2.1 **INITIAL CONTRIBUTIONS.** The Member initially shall contribute to the Company capital and the Company shall keep record of the amount contributed.

## **ARTICLE III**

### **Profits, Losses and Distributions**

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis.
- 3.2 **DISTRIBUTIONS.** The Member will determine and distribute available funds annually or as the Member sees fit. Available funds will refer to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company the Member's interest must be distributed according to the positive capital or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

## **ARTICLE IV**

### **Management**

- 4.1 **MANAGEMENT OF THE BUSINESS.** The Member will be responsible for the management and ownership of the business.
- 4.2 **MEMBER.** The liability of the Member will be limited as provided by state law. The Member is in control of the Company's affairs and has powers to bind the Company in legally binding agreements, including setting up and operating a LLC company bank account.
- 4.3 **POWERS OF THE MEMBER.** The Member is authorized on the Company's behalf to make all decisions regarding operations and legal affairs, including but not limited to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money, including the pre-payment, financing, or extension of any loan, and the granting of security interests in the Company's assets; (e ) the compromise or release of any of the Company's claims or debts; and,

(f) the employment of persons, firms or corporations for the operation and management of the Company's business.

Additionally, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and orders for the payment of Company funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

4.4 **NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee that the Member may designate. The Member shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.5 **EXCULPATION.** Any act or omission of the Member, which causes or results in loss or damage to the Company or Member, if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability.

4.6 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member of the Company, employee, or agent of the Company, or is or was serving at the request of the Company. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or does not imply that the party did or did not act in good faith and in a manner which he/she reasonably believed to be lawful and in the best interest of the Company.

4.7 **RECORDS.** The Member will keep the following at the Company's principal place of business or other location:

(a) A copy of all formation documents and all amendments;

(b) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(c) Copies of the LLC's financial statements for the three most recent years.



## **ARTICLE V**

### **Compensation**

- 5.1 **MEMBER MANAGEMENT FEE.** The Member rendering services to the Company will be compensated commensurate with the value of these services.
- 5.2 **REIMBURSEMENT.** The Company will reimburse the Member for all direct out-of-pocket expenses incurred in managing the Company.

## **ARTICLE VI**

### **Bookkeeping**

- 6.1 **BOOKS.** The Member will keep accurate and complete accounting of the Company's affairs. The Company's accounting period will be the calendar year. At the end of the calendar year, the Member will prepare a statement of the Member's distributive share of income and expense for income tax reporting purposes.
- 6.2 **MEMBER'S ACCOUNTS.** The Member shall maintain separate capital and distribution accounts for each Member. Each member's capital account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his/her initial capital contribution increased by:
- (a) Any additional capital contribution made by him/her;
  - (b) Credit balances transferred from his or her distribution account to the member's capital account;  
and decreased by:
    - (i) Distributions to him/her in reduction of Company capital;
    - (ii) The Company's losses if charged to his/her capital account.

## **ARTICLE VII**

### **Bank Account**

- 7.1 **AUTHORITY TO OPEN A BANK ACCOUNT.** The Member has the authority to open any bank account(s) under the Limited Liability Company name. The LLC will maintain its funds in one or more separate bank accounts in the name of LLC. Additionally, the LLC will not allow the funds of the Company to be co-mingled in any way with the funds of another person.

## **ARTICLE VIII** **Transfers**

- 8.1 **ASSIGNMENT.** Should the Member have a creditor with a judgment that issues assignment of the membership interest to the creditor, the creditor will only obtain an assignment of the membership interest. The creditor will not receive actual Membership in the LLC. The creditor does not have any membership rights or possess the ability to be involved in the management of the LLC. Equally, the creditor does not have the right to dissolve the LLC. The creditor is only granted rights to the distributions of the Member's interests, not the rights of membership. The creditor must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

## **ARTICLE IX** **Dissolution**

- 9.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests. The dissolution may only be ordered by the Member, not by the owner of the Members interests.

## **CERTIFICATION OF MEMBER**

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 31 day of July, 2020.

Jason Anderson  
Signature

Jason Anderson  
Printed Name